### NEW TOWN KOLKATA DEVELOPMENT AUTHORITY



(A Statutory Authority under Government of West Bengal)
3. Major Arterial Road • New Town • Kolkata – 700156

Memo No: 2880/ EE – II/ 5 /NKDA / 2011 – 12 Dated: 12.09.2012

# N.I.T. NO.: 08/ EE-II /NKDA of 2012 – 13.

Sealed Tenders are invited by the Executive-Engineer – II, New Town Kolkata Development Authority from resourceful, bonafide and experienced contractors having proven experience in execution of similar nature of works in different government departments and working contractors of KMDA and WBHIDCO for such works as stated in the **Annexure**.

#### Details of tender are enclosed in separate Annexure -

Last date of application : 21.09.2012 up to 3.00 P.M.
Last date of purchase : 24.09.2012 up to 4.00 P.M.
Date of Submission of Tender Paper : 26.09.2012 up to 2.00 P.M.
Date of opening : 26.09.2012 at 2.30 P.M.

#### **General Terms & Condition**

- 1. The intending tenderer will have to get the permission from the undersigned for getting the tender papers within the stipulated time against application with proven experience for completion of similar nature of work and on production of completion certificate and corresponding work order/(s) in individual contract value for a single job during the last three financial years, not less than 50 % of the estimated amount put to tender. Completion/Payment certificate should clearly indicate the description of works, value of contract, executed work value, date of award, actual date of completion etc. and name, address and telephone number of the client. Xerox copies of valid certificates of VAT, Permanent Account Number (PAN) of Income Tax Department and Professional Tax clearance from the concerned Dept. will have to be produced along with the originals. The originals will be refunded after verification. Tender form and other documents will be issued to the contractors from this office on all working days between 11 a.m and 4.00 p.m on production of the aforesaid documents upto the scheduled date.
- 2. Copy of address (address for correspondence) proof certificate by any govt. department, local authority, MLA, councilor of the area will have to be submitted along with the application. Originals will be returned after verification.
- 3. The undersigned reserves the right to refuse permission to issue tender papers without assigning any reason what so ever and no challenge against such refusal will be entertained. The contractor will also not be entitled for any compensation for rejection of the application.
- 4. No application will be entertained if sent by Post/Courier.
- 5. Tender should be submitted in sealed cover and superscribed with the Name of the Work tendered for, with N.I.T No. & SI. No.

- 6. The rates are to be quoted both in words and figures as per schedule and perusing necessary Terms & Conditions attached herewith. The rate quoted is valid for acceptance upto 6(six) months from the date of opening of the Tender. The rates quoted should be considered as inclusive of sales tax and other taxes including service tax and all other charges. No claim for any extra charge what so ever will be entertained.
- 7. The tenderer should sign all corrections in the tender with the date. The Tenderer must sign each page of the tender paper, notice, relevant drawings, schedules etc. which forms part and parcel of the tender document. The intending tenderer is required to sign in English or Bengali or Hindi. Signature of tenderer in all locations must be identical but the rates shall be quoted in English only.
- 8. a) Intending Tenderers will have to deposit Earnest Money @ 2% (as per Annexure) in the form of Bank Draft/ Banker's Cheque of any Nationalized / Scheduled Bank of India Payable on its Kolkata Branch drawn in favour of **New Town Kolkata Development Authority.**
- b) Earnest Money will not be accepted by cheque / cash or in any form other than mentioned above.
  - c)Tenders unaccompanied by full earnest money in requisite form, will under no circumstances, be entertained and will summarily be rejected without further reference to the tenderers. No reference to previous deposit of earnest money and security for adjustment against the present tender nor any request for recovery from any outstanding bills for earnest money against the present tender will be entertained.
- 9. The entire two percent of the Earnest Money already deposited will be converted as initial Security Deposit. The Gross recovery of the balance security money will be made from each running bill @ 10% of the bill value less the amount already deposited with the tender as earnest money. The Security Deposit will be refunded after defect liability period of 06(six) months from the date of completion of the work.
- 10. Tenderer who will sign on the Tender on behalf of a company or firm must produce the registered documents in respect of their competency to do so, failing which the Tender will not be considered.
- 11. The Tenderers are bound by the terms and conditions of **W.B.F No.2911/2911 (i) / (ii)** along with the specification, notice for calling Tenders, Special Terms & Conditions, if any, and schedule of works etc. which forms part and parcel of the contract deeds.
- 12. Conditional tender will not be entertained and shall be deemed as 'informal'.
- 13. The Tender form issued from the Office of the undersigned, must be returned with all enclosures to this office on the date of receipt of Tender. If any Tenderer does not return the Tender paper and not state satisfactory reason of non submission of the Tender paper within 2 (two) days, the undersigned reserves the right to disqualify the contractor to participate in any Tender up to a period as may be decided by the undersigned.
- 14. Tender Documents are not transferable.
- 15. The Tender will be opened in presence of Tenderers or their authorized representatives who may be present at the time of opening if they so desire. The Tenderers or their authorized representatives may be permitted to put their signature on the Tender Register or on the opening sheet of the tender. If considered necessary, instant bid may be conducted immediately after opening of tenders in order to lower the rates obtained.

- 16. The acceptance of the Tender will rest with the accepting authority who does not bind himself to accept the lowest or any Tender and reserves the right to reject any or all the Tenders received or to split up the work in different sub-groups without assigning any reason thereof.
- 17. Before submission of any Tender, Tenderers may visit the sites and satisfy themselves about the local conditions and also other matters that may be raised in relation to the work. Any Tenderer who shall submit tender should be presumed to have done so as no claim whatsoever will be entertained on any account afterwards.
- 18. Income Tax and VAT will be deducted as per Govt. orders issued from time to time and would be applicable on the date of making payment of the bills.
- 19. Building and others construction workers' cess @ 1.0% will be deducted from the progressive bill(s) in pursuance with G.O No. 599A/4M-28/06 dated 27/09/2006.
- 20. The successful Tenderer (s) whose Tender is accepted shall make the formal agreement in W.B.F No. 2911/(i) / (ii) within 7 (seven) days from the date of issue of work order by the Executive Engineer II, New Town Kolkata Development Authority on payment of usual charges which is non-refundable under any circumstances and submit the same duly signed by him / them to this office. If the Contractor fails to perform the formalities within the specified period, Tender will liable to be cancelled and the Earnest Money will be forfeited as per clause under memorandum of WBF 2911/ (i)/(ii)
- 21. The Contractor will remain liable for West Bengal Contract Labour (Regulation & Abolition) Rules in force and necessary certificates from appropriate authority are to be submitted within 7 (seven) days from the date of issue of the work order.
- 22. In case of sudden closure of office due to reasons beyond the control of the undersigned, the last date and time as indicated above will automatically be deferred to the next working day without further notice.
- 23. The Tender Inviting Authority reserves the right to deny or accept or reject any or all the applications and even to annul the tendering process at any point of time without prejudice to further action and without assigning reason thereof.
- 24. Agencies are required to give a work programme preferably in the form of a bar-chart and to approve it by the EIC before commencement of work and if progress of work abruptly differs from the given work program, the undersigned may terminate the work order at any point of time.
- 25. Unless otherwise stipulated, all the works are to be done as per general conditions and general specifications of the latest edition of 'PWD (W.B) schedule of Rates for Building Works' for the working area, including up to date addenda and corrigenda if any.
- 26. If any tenderer withdraws his offer before acceptance or refuse to work within a reasonable time without giving any satisfactory explanation for such withdrawl, he shall be disqualified for submitting tender to this authority for a period as may be decided by the undersigned.
- 27. In case of any inadvertent typographical mistake in the specific price schedule of rates, the same will be treated to be so corrected as to confirm with the prevailing relevant schedule of rates and/or technically sanctioned estimate.
- 28. Letter or other instrument submitted separately in modification of the sealed tender will not be entertained.

- 29. Canvassing in any form is strictly prohibited and any tenderer found to have resorted to canvassing shall be liable to have his Tender rejected summarily.
- 30. Intending tenderer should note that he will have to work simultaneously with other contractors already entrusted with other work or with contractors to be entrusted with other work in future in the same site. The contractor will have to work in close co-operation and harmony with all the contractors engaged in the project. Any claim for idle labour, for any reason whatsoever, will not be entertained under any circumstances.
- 31. Departmental materials will not be issued under any circumstances. Department, unless otherwise stated means **New Town Kolkata Development Authority.**
- 32. The provision of the Power of Attorney, if any, must be subject to the approval of the department. Otherwise the department shall not be bound to take cognizance of such Power of Attorny.
- 33. Contractor should give declaration of history of arbitration/litigation if any in his application.
- 34. NKDA will not be held responsible for making payment against any anticipated profit and/or compensation for any losses or price escalation whatsoever for the works as stated in the annexure of this NIT.
- 35. The contractor shall furnish the postal address of his office. Any notice or instruction to be given to the contractor under the terms of contract shall be deemed to have been served if it has been delivered to his authorized agent (on the strength of authorization) or representative or sent by registered letter to his official address as furnished.
- 36. In case of controversy over any clauses/terms/conditions of the tender here of, the later will have the overriding effect over the former.

Sd/-Executive-Engineer – II New Town Kolkata Development Authority

Memo No: 2880 /(1-13)/EE - II/ 5 / NKDA / 2011 - 12 Dated: 12.09.2012

#### Copy forwarded for information and necessary action to :-

- 1. The Chief Executive Officer, New Town Kolkata Development Authority.
- 2. The Chief Engineer, New Town Kolkata Development Authority.
- 3. The Finance Officer, New Town Kolkata Development Authority.
- 4. The Administrative Officer, New Town Kolkata Development Authority.
- 5. The Executive Engineer –I, New Town Kolkata Development Authority
- 6. The Assistant Engineer, New Town Kolkata Development Authority.
- 7. The Estimator/ Sr. Accountant / Accountant- I /Cashier, New Town Kolkata Development Authority.
- 8. P.A to the Chairman, New Town Kolkata Development Authority.
- 9. Office Notice Board.
- 10. Official Website of New Town Kolkata Development Authority (www.nkdamar.org)

Sd/-

Executive-Engineer – II
New Town Kolkata Development Authority

# **ANNEXURE**

## N.I.T. No. - 08/ EE-II / NKDA of 2012 - 13.

SI. No.	Name of Work	Amount Put to tender (In Rs.)	E.M. (In Rs.)	Time of Completion	Cost of Schedule including W.B.F. (In Rs.)	Eligibility	Accepting authority
01.	Painting and maintenance of NKDA office premises at 01 MAR, New Town, Kolkata.	1,63,988.00	3,280.00	7 days	755.00	Working contractors having experience in similar nature of job in different Government Departments/WBHIDCO /KMDA/NKDA Etc.	New Town Kolkata

Sd/-Executive-Engineer – II New Town Kolkata Development Authority